IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.551 OF 2006

IN

SUMMARY SUIT NO.2781 OF 2006

...

Mr.Navnitlal Jivanlal Shah ...Plaintiff

v/s.

Mr.M.R.Sharma & Another ...Defendant

...

Mr.Kantawala i/b Vivek Sharma for the Plaintiff.

Mr.C.K.Tripathi for the Defendants.

...

CORAM: D.K.DESHMUKH, J.

DATED: 7TH FEBRUARY,2007

P.C.:

. There is no dispute between the parties that the

agreement dated 9th September, 2003 was entered into. There is also no dispute that the Plaintiff was to start conducting business from that gala after repairs are carried out by the Defendant. The agreement does not fix any time limit for the Defendant to carry out the repairs. It is the case of the Defendant that he carried out the repairs and asked the Plaintiff to occupy the gala. But the Plaintiff did not occupy it. The Plaintiff denies it. Now, whether the breach of the contract is committed by the Plaintiff or by the Defendant will depend on the oral evidence to be led by the parties. Suit obviously, cannot be decreed in the summary jurisdiction. Summons for judgment is, therefore, disposed of. Defendant is granted unconditional leave to defend the suit. Written statement to be filed within a period of twelve weeks from today. Matter be transferred to commercial cause list.

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